

**IN THE UNITED STATE DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI**

**APEX COMMERCIAL CAPITAL CORP,** )

**Plaintiff,** )

v. ) **3:24-cv-00313-MPM-RP**

**MILLS UTILITY CONSTRUCTION OF MS,) INC., and FELIX T. MILLS,**

**Defendants.**)

**FINAL CONSENT JUDGMENT**

THIS DAY this cause came on for hearing on the Joint Motion For Entry of Final Consent Judgment of Apex Commercial Capital Corp. (“Apex”), Mills Utility Construction of MS, Inc. (“Borrower”) and Felix T. Mills (“Mills”)), and the Court, having considered same, and having been advised Plaintiff and Defendants agree to the entry of this Final Consent Judgement, is of the opinion that final judgment as to Count I: Replevin and Count II: Monetary Judgment, should be entered, and, based upon the agreement of the Plaintiff and the Defendants, as follows:

1. This Court has jurisdiction over the subject matter and the parties to this action. Venue is proper in this Court.
2. On or about June 10, 2022, Borrower executed an Equipment Finance Agreement ("Contract") in favor of Apex, to purchase one Case 2022 Interstate Trailer 40DLA Flatbed and one 2022 XL Specialized 80HDE Trailer from Midco Sales, LLC (“Collateral”), agreeing to make monthly payments in the amount of \$2,908.31 for sixty months.
3. The Contract is secured by a purchase money security interest, which Apex perfected in the Collateral by Certificate of Title, Title Number MS1209852160, filed with the State

of Mississippi on July 12, 2022; and by Certificate of Title, Title Number MS0774856960, filed with the State of Mississippi on July 13, 2022.

4. Contemporaneous with the execution of the Contract, Mills executed a Personal Guaranty and Suretyship Agreement ("Guaranty") of the Contract.

5. Defendants are in default under the terms of the Contract and Guaranty, and as of October 17, 2024, Borrower and Mills are indebted, jointly and severally, to Apex under the Contract and Guaranty in the principal amount of \$96,757.17.

6. Defendants do not dispute Plaintiff's allegations, and Defendants agree to the entry of a money judgment on Count II. A money judgment is thus entered against Borrower and Mills, jointly and severally in the total judgment amount of \$96,757.17. The judgment accrues interest at the contract rate of 18% per annum.

The judgment shall be repaid by Defendants as follows: Commencing on or before November 15, 2024, Defendants shall pay amortized monthly payments of \$2,908.31 per month to Plaintiff for 34 months until the total judgment amount is paid in full. All payments shall be made via ACH payments through Plaintiff's online payment portal at <https://eps.mvpbanking.com/cgi-bin/login.pl>. Defendants are permitted to pre-pay the judgment.

Pursuant to the Contract and Guaranty provision for an attorney's fee and costs, an award of attorney's fees in the amount of \$2,306.25 is entered and court costs of \$405.00. Defendants shall pay that award to Plaintiff within thirty (30) days of the entry of the judgment.

So long as Defendants abide by the above repayment plan, Plaintiff shall forbear execution and the recording of the judgment. In the event Defendants fail to make any timely payment, then, upon failure of Defendants to cure a default within five (5) business days after Plaintiff sends

written notice of default to Defendants, either by regular US mail, facsimile or electronic mail, Plaintiff may execute on the judgment as it sees fit, less any amounts paid prior to default.

7. Defendants agree to the entry of a judgment on the replevin Count I as follows:

In the event of an uncured default in repayment of the money judgment entered on Count II and a filing of an affidavit in this matter of an uncured default, Apex is entitled to immediate possession of the Collateral and Defendants shall disclose the location of the Collateral to Plaintiff and the United States Marshall; Defendants shall assemble the Collateral and segregate it from Borrower's other property so that Apex may take immediate possession of the Collateral; the U.S. Marshall, or other lawful officer, shall immediately seize the Collateral and deliver same to Apex or its agent, and in the event the Collateral is located outside the jurisdiction of the United States District Court for the Northern District of Mississippi, Borrower shall cause the Collateral to be transported within the jurisdiction of the United States District Court for the Northern District of Mississippi within 5 days of execution; the failure of Defendants to comply with this Final Judgment shall subject Defendants to the contempt powers of this Court, but only after the filing of an appropriate motion, notice and an opportunity for a hearing.

This the 5<sup>th</sup> day of November 2024.

/s/Michael P. Mills  
Michael P. Mills, U.S. District Court Judge

Prepared by:

/s/ Gilbert L. Fontenot  
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